

1 Cheryl L. O'Connor (State Bar No. 173897)
coconnor@jonesday.com
2 Danielle V. Luchetta (State Bar No. 341346)
dluchetta@jonesday.com
3 JONES DAY
3161 Michelson Drive, Suite 800
4 Irvine, California 92612.4408
Telephone: (949) 851-3939
5 Facsimile: (949) 553-7539
Attorneys for Defendant
6 EXPERIAN INFORMATION
SOLUTIONS, INC.
7

8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10

11 JOSEPH VARRAVETO,

12 Plaintiff,

13 v.

14 CAVALRY PORTFOLIO
SERVICES, LLC; and,
15 EXPERIAN INFORMATION
SOLUTIONS, INC.,

16 Defendants.
17
18
19
20
21
22
23
24
25
26
27
28

Case No. 8:22-cv-01225-JWH-ADS

Honorable John W. Holcomb
Honorable Magistrate Judge Autumn D. Spaeth

STIPULATED PROTECTIVE ORDER

Complaint filed: June 28, 2022

1 **I. PURPOSES AND LIMITATIONS**

2 A. Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court
6 to enter the following Stipulated Protective Order. The parties acknowledge that
7 this Order does not confer blanket protections on all disclosures or responses to
8 discovery and that the protection it affords from public disclosure and use extends
9 only to the limited information or items that are entitled to confidential treatment
10 under the applicable legal principles. The parties further acknowledge, as set
11 forth in Section XIII(C), below, that this Stipulated Protective Order does not
12 entitle them to file confidential information under seal; Civil Local Rule 79-5 sets
13 forth the procedures that must be followed and the standards that will be applied
14 when a party seeks permission from the Court to file material under seal.

15 **II. GOOD CAUSE STATEMENT**

16 A. Good cause exists for entry of this Stipulated Protective Order because this
17 action is likely to involve proprietary information such as Experian's confidential
18 policies and procedures, personal financial information, including financial
19 account numbers for which special protection from public disclosure and from use
20 for any purpose other than prosecution of this action is warranted.

21 Based on information requested, including that described herein, the
22 Parties anticipate that they will disclose sensitive personal, financial, and/or
23 proprietary information. Private information of third parties may also be
24 disclosed. It is important that this information remain protected and not be
25 readily available due to the dangers of identity theft, the constitutional privacy
26 rights of third parties, and protection of business competition interests. The
27 unrestricted or unprotected disclosure of such private, financial and/or business
28 information would result in prejudice or harm to the producing party and third

1 parties by revealing their information which could result in identity theft, loss of
2 business and/or violation of federal and state privacy laws.

3 Accordingly, to expedite the flow of information, to facilitate the prompt
4 resolution of disputes over confidentiality of discovery materials, to adequately
5 protect information the Parties are entitled to keep confidential, to ensure that the
6 Parties are permitted reasonable necessary uses of such material in preparation
7 for and in the conduct of trial, to address their handling at the end of the
8 litigation, and serve the ends of justice, a protective order for such information is
9 justified in this matter. It is the intent of the parties that information will not be
10 designated as confidential for tactical reasons and that nothing be so designated
11 without a good faith belief that it has been maintained in a confidential, non-
12 public manner, and there is good cause why it should not be part of the public
13 record of this case.

14 **III. DEFINITIONS**

15 A. Action: This pending federal law suit, captioned *Joseph Varraveto v.*
16 *Cavalry Portfolio Services, LLC , et al.* (Case No. 8:22-cv-01225-JWH-ADS).

17 B. Challenging Party: A Party or Non-Party that challenges the designation of
18 information or items under this Order.

19 C. "CONFIDENTIAL" Information or Items: Information (regardless of how
20 it is generated, stored or maintained) or tangible things that qualify for protection
21 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
22 Cause Statement.

23 D. Counsel: Outside Counsel of Record and House Counsel (as well as their
24 support staff).

25 E. Designating Party: A Party or Non-Party that designates information or
26 items that it produces in disclosures or in responses to discovery as
27 "CONFIDENTIAL."
28

1 F. Disclosure or Discovery Material: All items or information, regardless of
2 the medium or manner in which it is generated, stored, or maintained (including,
3 among other things, testimony, transcripts, and tangible things), that are
4 produced or generated in disclosures or responses to discovery in this matter.

5 G. Expert: A person with specialized knowledge or experience in a matter
6 pertinent to the litigation who has been retained by a Party or its counsel to serve
7 as an expert witness or as a consultant in this Action.

8 H. House Counsel: Attorneys who are employees of a party to this Action.
9 House Counsel does not include Outside Counsel of Record or any other outside
10 counsel.

11 I. Non-Party: Any natural person, partnership, corporation, association, or
12 other legal entity not named as a Party to this action.

13 J. Outside Counsel of Record: Attorneys who are not employees of a party to
14 this Action but are retained to represent or advise a party to this Action and have
15 appeared in this Action on behalf of that party or are affiliated with a law firm
16 which has appeared on behalf of that party, and includes support staff.

17 K. Party: Any party to this Action, including all of its officers, directors,
18 employees, consultants, retained experts, and Outside Counsel of Record (and
19 their support staffs).

20 L. Producing Party: A Party or Non-Party that produces Disclosure or
21 Discovery Material in this Action.

22 M. Professional Vendors: Persons or entities that provide litigation support
23 services (e.g., photocopying, videotaping, translating, preparing exhibits or
24 demonstrations, and organizing, storing, or retrieving data in any form or
25 medium) and their employees and subcontractors.

26 N. Protected Material: Any Disclosure or Discovery Material that is
27 designated as "CONFIDENTIAL."
28

O. Receiving Party: A Party that receives Disclosure or Discovery Material from a Producing Party.

IV. SCOPE

A. The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

B. Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

V. DURATION

A. Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

VI. DESIGNATING PROTECTED MATERIAL

A. Exercise of Restraint and Care in Designating Material for Protection

1. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or

1 communications for which protection is not warranted are not swept
2 unjustifiably within the ambit of this Order.

3 2. Mass, indiscriminate, or routinized designations are prohibited.
4 Designations that are shown to be clearly unjustified or that have been
5 made for an improper purpose (e.g., to unnecessarily encumber the case
6 development process or to impose unnecessary expenses and burdens on
7 other parties) may expose the Designating Party to sanctions.

8 3. If it comes to a Designating Party's attention that information or
9 items that it designated for protection do not qualify for protection, that
10 Designating Party must promptly notify all other Parties that it is
11 withdrawing the inapplicable designation.

12 B. Manner and Timing of Designations

13 1. Except as otherwise provided in this Order (*see, e.g.*, Section B(2)(b)
14 below), or as otherwise stipulated or ordered, Disclosure or Discovery
15 Material that qualifies for protection under this Order must be clearly so
16 designated before the material is disclosed or produced.

17 2. Designation in conformity with this Order requires the following:

18 a. For information in documentary form (e.g., paper or
19 electronic documents, but excluding transcripts of depositions or
20 other pretrial or trial proceedings), that the Producing Party affix at
21 a minimum, the legend "CONFIDENTIAL" (hereinafter
22 "CONFIDENTIAL legend"), to each page that contains protected
23 material. If only a portion or portions of the material on a page
24 qualifies for protection, the Producing Party also must clearly
25 identify the protected portion(s) (e.g., by making appropriate
26 markings in the margins).

27 b. A Party or Non-Party that makes original documents
28 available for inspection need not designate them for protection until

1 after the inspecting Party has indicated which documents it would
2 like copied and produced. During the inspection and before the
3 designation, all of the material made available for inspection shall be
4 deemed “CONFIDENTIAL.” After the inspecting Party has
5 identified the documents it wants copied and produced, the
6 Producing Party must determine which documents, or portions
7 thereof, qualify for protection under this Order. Then, before
8 producing the specified documents, the Producing Party must affix
9 the “CONFIDENTIAL legend” to each page that contains Protected
10 Material. If only a portion or portions of the material on a page
11 qualifies for protection, the Producing Party also must clearly
12 identify the protected portion(s) (e.g., by making appropriate
13 markings in the margins).

14 c. For testimony given in depositions, that the Designating
15 Party identify the Disclosure or Discovery Material on the record,
16 before the close of the deposition all protected testimony.

17 d. For information produced in form other than document and
18 for any other tangible items, that the Producing Party affix in a
19 prominent place on the exterior of the container or containers in
20 which the information is stored the legend “CONFIDENTIAL.” If
21 only a portion or portions of the information warrants protection,
22 the Producing Party, to the extent practicable, shall identify the
23 protected portion(s).

24 C. Inadvertent Failure to Designate

25 1. If timely corrected, an inadvertent failure to designate qualified
26 information or items does not, standing alone, waive the Designating
27 Party’s right to secure protection under this Order for such material. Upon
28 timely correction of a designation, the Receiving Party must make

1 reasonable efforts to assure that the material is treated in accordance with
2 the provisions of this Order.

3 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

4 A. Timing of Challenges

5 1. Any party or Non-Party may challenge a designation of
6 confidentiality at any time that is consistent with the Court's Scheduling
7 Order.

8 B. Meet and Confer

9 1. The Challenging Party shall initiate the dispute resolution process
10 under Local Rule 37.1 et seq.

11 C. The burden of persuasion in any such challenge proceeding shall be on the
12 Designating Party. Frivolous challenges, and those made for an improper purpose
13 (e.g., to harass or impose unnecessary expenses and burdens on other parties)
14 may expose the Challenging Party to sanctions. Unless the Designating Party has
15 waived or withdrawn the confidentiality designation, all parties shall continue to
16 afford the material in question the level of protection to which it is entitled under
17 the Producing Party's designation until the Court rules on the challenge.

18 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

19 A. Basic Principles

20 1. A Receiving Party may use Protected Material that is disclosed or
21 produced by another Party or by a Non-Party in connection with this
22 Action only for prosecuting, defending, or attempting to settle this Action.
23 Such Protected Material may be disclosed only to the categories of persons
24 and under the conditions described in this Order. When the Action has
25 been terminated, a Receiving Party must comply with the provisions of
26 Section XIV below.

2. Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

B. Disclosure of “CONFIDENTIAL” Information or Items

1. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

- a. The Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;
- b. The officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;
- c. Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- d. The Court and its personnel;
- e. Court reporters and their staff;
- f. Professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to be Bound” attached as Exhibit A hereto;
- g. The author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

1 h. During their depositions, witnesses, and attorneys for
2 witnesses, in the Action to whom disclosure is reasonably necessary
3 provided: (i) the deposing party requests that the witness sign the
4 “Acknowledgment and Agreement to Be Bound;” and (ii) they will
5 not be permitted to keep any confidential information unless they
6 sign the “Acknowledgment and Agreement to Be Bound,” unless
7 otherwise agreed by the Designating Party or ordered by the Court.
8 Pages of transcribed deposition testimony or exhibits to depositions
9 that reveal Protected Material may be separately bound by the court
10 reporter and may not be disclosed to anyone except as permitted
11 under this Stipulated Protective Order; and
12 i. Any mediator or settlement officer, and their supporting
13 personnel, mutually agreed upon by any of the parties engaged in
14 settlement discussions.

15 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
16 **IN OTHER LITIGATION**

17 A. If a Party is served with a subpoena or a court order issued in other
18 litigation that compels disclosure of any information or items designated in this
19 Action as “CONFIDENTIAL,” that Party must:

- 20 1. Promptly notify in writing the Designating Party. Such notification
21 shall include a copy of the subpoena or court order;
- 22 2. Promptly notify in writing the party who caused the subpoena or
23 order to issue in the other litigation that some or all of the material covered
24 by the subpoena or order is subject to this Protective Order. Such
25 notification shall include a copy of this Stipulated Protective Order; and
- 26 3. Cooperate with respect to all reasonable procedures sought to be
27 pursued by the Designating Party whose Protected Material may be
28 affected.

B. If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the Court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

A. The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

B. In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

1. Promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;
2. Promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and
3. Make the information requested available for inspection by the Non-Party, if requested.

C. If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

A. If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (1) notify in writing the Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve all unauthorized copies of the Protected Material, (3) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (4) request such person or persons to execute the "Acknowledgment and Agreement to be Bound" that is attached hereto as Exhibit A.

XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

A. When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client

1 privilege or work product protection, the parties may incorporate their agreement
2 in the Stipulated Protective Order submitted to the Court.

3 **XIII. MISCELLANEOUS**

4 A. Right to Further Relief

5 1. Nothing in this Order abridges the right of any person to seek its
6 modification by the Court in the future.

7 B. Right to Assert Other Objections

8 1. By stipulating to the entry of this Protective Order, no Party waives
9 any right it otherwise would have to object to disclosing or producing any
10 information or item on any ground not addressed in this Stipulated
11 Protective Order. Similarly, no Party waives any right to object on any
12 ground to use in evidence of any of the material covered by this Protective
13 Order.

14 C. Filing Protected Material

15 1. A Party that seeks to file under seal any Protected Material must
16 comply with Civil Local Rule 79-5. Protected Material may only be filed
17 under seal pursuant to a court order authorizing the sealing of the specific
18 Protected Material at issue. If a Party's request to file Protected Material
19 under seal is denied by the Court, then the Receiving Party may file the
20 information in the public record unless otherwise instructed by the Court.

21 **XIV. FINAL DISPOSITION**

22 A. After the final disposition of this Action, as defined in Section V, within
23 sixty (60) days of a written request by the Designating Party, each Receiving Party
24 must return all Protected Material to the Producing Party or destroy such
25 material. As used in this subdivision, "all Protected Material" includes all copies,
26 abstracts, compilations, summaries, and any other format reproducing or
27 capturing any of the Protected Material. Whether the Protected Material is
28 returned or destroyed, the Receiving Party must submit a written certification to

the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section V.

B. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: 02/09/23

/s/ Matthew M. Loker
Attorneys for Plaintiff Joseph Varraveto

Dated: 02/09/23

/s/ Danielle V. Luchetta
Attorneys for Defendant Experian Information Solutions, Inc.

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: 2/13/2023

/s/ Autumn D. Spaeth
HONORABLE AUTUMN D. SPAETH
United States Magistrate Judge

EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
 _____ [print or type full address], declare under penalty of perjury that I have
 read in its entirety and understand the Stipulated Protective Order that was issue by the
 United States District Court for the Central District of California on [DATE] in the case of
 _____ [insert formal name of the case and the number and
 initials assigned to it by the Court]. I agree to comply with and to be bound by all the
 terms of this Stipulated Protective Order and I understand and acknowledge that failure
 to so comply could expose me to sanctions and punishment in the nature of contempt. I
 solemnly promise that I will not disclose in any manner any information or item that is
 subject to this Stipulated Protective Order to any person or entity except in strict
 compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
 the Central District of California for the purpose of enforcing the terms of this Stipulated
 Protective Order, even if such enforcement proceedings occur after termination of this
 action. I hereby appoint _____ [print or type full name] of _____
 _____ [print or type full address and telephone number] as my
 California agent for service of process in connection with this action or any proceedings
 related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____

CERTIFICATE OF SERVICE

I, Danielle V. Luchetta, declare:

I am a citizen of the United States and employed in Orange County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 3161 Michelson Drive, Suite 800, Irvine, California 92612.4408. On February 9, 2023, I served a copy of **STIPULATED PROTECTIVE ORDER** by electronic transmission.

I am familiar with the United States District Court for the Central District of California's practice for collecting and processing electronic filings. Under that practice, documents are electronically filed with the court. The court's CM/ECF system will generate a Notice of Electronic Filing (NEF) to the filing party, the assigned judge, and any registered users in the case. The NEF will constitute service of the document. Registration as a CM/ECF user constitutes consent to electronic service through the court's transmission facilities. Under said practice, the following CM/ECF users were served:

- **Scott M. Grace**
sgrace@gracelawapc.com, ddenny@gracelawapc.com
- **Matthew Michael Loker**
matt@loker.law

Executed on February 9, 2023, at Irvine, California.

/s/ Danielle V. Luchetta

Danielle V. Luchetta